Essay on the Liability of Infants for their Contracts. By Tapping Reeve Esqr

By the term infancy in our Law is understood a person under the age of 21 years During the period of infancy the infant is subjected to the authority of his master, parent, or Guardian as the case may be — his services belong to them, and it is generally true that he cannot bind himself by his contracts in such a manner as not to have it in his power to avoid those contracts if he pleases to avoid them. The contracts of others with him shall bind them, even when there is no reciprocity in the infants contract. Although an infant is not liable for his contracts, yet he is liable both civilliter and criminaliter for his torts. If an infant at the age of seven years & under do that which in them would be an offence, he is not liable to punishment, for the presumption of law is that he has not understanding sufficient to commit a crime, against which presumption no proof is admissible. Between the ages of seven and fourteen the presumption is that for want of understanding he cannot be an offender; but evidence is admissible to remove this presumption, & if he be found to be capax he shall be punished

as a criminal, in this case *mutitia, suppliens aetatem*. Between 14 & 21 infancy can in no case be any excuse. The same rule stands as to his liability for any injury done by him & he is liable in an action of assault & battery as responsible as a stranger. Although an infant may avoid his contracts generally, yet he shall be bound when those contracts are for necessaries, which are Physick, Clothing, Food & Instruction, and those must be such as are suitable to the infants rank in life, those which are reasonable for a person under his circumstances to purchase. For it may be very necessary that an infant who has no parent, mother or guardian, or who by the *jus naturae* & *jus gentium* is separated from them, so that he can make no application to them for relief, to contract for his necessary subsistance, for those things which ~~are left~~ if left with them under their care and protection would not be necessary for him to contract for, since from them he would receive all that was necessary for him to receive. But where a child is so treated by an unnatural parent or cruel master that a reasonable and reasonable subsistence is denyed him, the law will support his contracts for necessaries, that is the law puts it out of the infants power

es to refuse payment for necessaries afforded him under such circumstances as have been mentioned. And even in this case whenever the his contract is so managed. that the consideration of the contract from the nature of the security can not be enquired into, such security is void. If the law was otherwise the infant must be compelled to pay much more than a reasonable price for his necessaries, and thus through indiscretion ruin himself. Hence we find an infant cannot bind himself in a bond with a penalty, for in this case the court cannot enquire into the consideration but judgement must be rendered for the whole sum in the condition with interest when perhaps the real worth of the necessaries was not half so much as the sum contained in the condition. This I conceive to be the true reason why a bond with a penalty does bind the infant, and not the reason commonly mentioned in the Book. "that it would be for the infant advantage to subject himself to a penalty"

As the courts are vested with powers to chancer down to the principle upon which they act. And however this might be a reason before the statute Ann vesting the court with this power of chancering since it has certainly ceased to be a reason. upon this ground the consideration of a single Bill may be enquired into and altho the bill acknowledges a debt of 30 l. only if it be found that the necessaries for which the bill was given were of no greater value. We find also an infant is not bound by a note of hand negotiable for the consideration of such a note cannot be enquired into. — he is however bound by a note not negotiable for in this case the consideration may be enquired into. So again he is not bound by a bill of exchange where no enquiry can be made respecting the consideration. No action is maintainable against an infant upon an <u>Infimul Computasset</u>. And altho it is true that an infimul computasset may be enquired into the reason of the case seems to be that the only consideration set up for the ground of the promise, is an account stated here the law does not consider the infant as

having sufficient discretion to state an exception. In all these cases the security is void yet the security remains good. Thus stands the English Law respecting the contracts of infants. In no case shall the infant be liable for more than the value of the necessaries purchased, tho any indiscretion in giving a security, which from the nature of it would prevent any enquiry into the nature of the necessaries. And yet in no case shall it be in his power to avoid the payment of the just value of the necessaries. That infants should be bound to pay the real value of the necessaries, is an idea that has been adopted by our courts; and that they should not be obliged to pay an exhorbitant price for these necessaries, is certainly to be wished and must on all hands be acknowledged to be a doctrine highly reasonable. But would not the doctrine of Holy destroy the credit of an infant in this country? A note of hand is treated by us as a bond with a penalty and the consideration can not be enquired into. Might not an infant in this way be subjected to great loss when he has indiscreetly given too great a price

for necessaries and given his note for them, and thus fall a sacrifice to his own indiscretion and avarice of shapers which must undoubtedly the law means to protect him against? Is an infants note to be considered void, and no action maintainable thereon, altho given for necessaries? This would be contrary to practice & yet the law would never afford that protection to infants it means to do, unless the idea is admitted, as when infancy is pleaded the rule should be relaxed respecting the enquiry into the consideration and finding the full value of the necessaries without any respect to the sum promised in the note. The adoption of this method, rejecting the note, and compelling the infant to resort to the original contract where the value of the article sold may be ascertained by the Jurors, will preserve entire the principles of Law in compelling the infant to pay the just value of the necessaries, and at the same time prevent his suffering any injury from his own indiscretion. It is more necessary to adopt the measure pro-

proposed when we take into consideration that
the articles themselves which are necessaries do
not convey to us the full legal import of the term
so that which is necessary for one infant, may not
be so for another. The circumstances of the infant
must always be taken into consideration, for
never, the infant is under the care of a Parent
master or Guardian and that government is duly
exercised, no contracts for the articles termed
necessaries shall bind the infant, for they were
not necessary for him. But when the infant in
consequence of human affairs is seperated from
Parent &c and cannot be subject to their government
and protection, or when an unnatural Parent or
cruel master, or avaricious Guardian shall
so conduct towards an infant, that a comfortable
subsistance is denied him, or if they should
be incapable of affording that subsistence, the
infant's contracts for necessaries shall bind
him. This may frequently happen. A minor
is liable to be called into the field, in time of
war, and in a distant state seperated from his
connexions, and cannot resort to them for
relief let his circumstances be ever so distressing.
The same may happen when on a journey, or
business, or for the recovery of his health. And
the case is not altered if the infant voluntarily
leaves his parent without sufficient reason, for it is the
situation that gives efficacy to the contract, and
[illegible]

& any reference to the preceeding cause which occasioned that situation. Thus I conceive stands the common Law. It is said by some that our statute has made a material difference as to confirm all contracts of infants void, so that their contracts for necessaries are equally void as their other contracts. I conceive that the statute has made no alteration, but is only a statute in affirmance of the Common Law. The mode of expression made use of by the statute is "all persons under the government of Parent master or Guardian shall be incapable of contracting" the true construction which I conceive to be such as are the ~~actual~~ subjects of their actual government, as such can never want to contract for themselves. There was no occasion to disabling them. But this incapacity ought not to extend to all such as have Parents &c so situated with respect to them that no government or protection can be of service to them. In this view of the matter it differs not from the Common Law unless it may be supposed that the Statute intended to ~~prevent~~ protect minors from contracting where under the actual government of Parents & Lawful or duly appointed government was exercised. It can hardly be thought that so inhuman a provision could be the object of the Legislature as that the term government in this statute was meant to extend to a government not duly

exempted. I conceive such a case as
be considered as an exception. The
statute never intended to cover. Besides
if the statute had intended any thing of this
kind, and to overturn the doctrine of neces-
saries, a doctrine at the time the statute
was enacted thoroughly understood, then
terms more decisive of the intention of the
would have been made use of. This was
law of the law of this State, and yet the
doctrine of necessaries has never been quest-
ioned. The statute at the time it was
received no such construction as was subse-
quent to this doctrine. A total silence in
all such courts respecting any alteration
by made as intended is a confirmatory
construction, I contend for. In the
ion of this statute we find that after the
statute has declared that "all persons
the providence Parent Master &c are
incapable of contracting unless licensed
by Parent &c The Statute says that
such Parent &c shall be bound
thereby. The last clause was not the statute
due to the exception. But I conceive
it was no alteration of the law, as it was be-
fore, but more explicit declaration of what
the Statute intended, & therefore more
This the statute was before expressed
might be said to this construction, that a
slave by his Parent &c to con-
tract was bound by that contract, which the
statute never intended. The licence to con-
tract did not give effect to the contract so as
to bind the person so contracting unless

in terms more special in the instrument 183

Iperated so as to make the contract of the
person thus licensed binding upon the Parent
and. Therewards, the contract of the minor
was in such case the contract of the Parent
all of which is no more than declaratory
of the Common Law.

Miscellaneous Observations June 20th 1800

of the intention of the Devisor, law has shall govern the Devise. The intention of the devisor shall govern in all cases if not inconsistent with some rule of Law. If a man by deed at common Law gives land to another generally without [illegible] as a limitation the donee has and an estate for life. But in almost every instance in which this rule has been applyed to devises of lands, it has defeated the intention of the testator Cowper 355.

But the intention of the testator ought in all cases to be pursued unless contrary to the statute law or grounds of policy. as if he attempts to create a perpetuity by entailing an estate. and that intention should never be defeated by the want of technical expressions. The English Courts have not in all cases adhered to it. "That is, the intention of the testator is not to prevail if contrary to a rule of law." If a gives his house to B. by devise. that is a fee estate, however clear the intention of the testator may be to pass a fee. Because it is a rule of Law that a fee cannot be limited without words of limitation as here, i.e. and yet in the case put if the devisor had used words of perpetuity the devisee would have taken a fee Cowp 336 Which is contrary to the rule of law that a fee cannot be created without words of limitation. So by an excep 2 Wms 524 tory devise a fee may be given to commence at a future period without words of limitation. If an estate is given to the heirs of A. this is a rule of law there words create an estate tail. and yet the intention of the testator may restrain that estate of inheritance and confine it to an estate for life Cowp 382 now if the intention of the testator can destroy the effect of the words of limitation & confine the fee to an estate for life; why can not this intention supply the want of words of limitation as well as the words of limitation. Suppose a testator has two sons A. & B. and £500 personal property. He devises an estate in fee worth £500 to A. and makes it a condition that A. pay his personal property to B. & my real property to B.

[illegible] Mr. [illegible] an estate in fee

From such a will no one can doubt but the intention of the testator was to divide the estate equally between his sons, and yet by the precedents 6. takes but an estate for life. The intention of the testator ought to govern & 6. ought to have the estate in fee

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Stamp Act. An agreement in writing not on stamped paper whereby the obligor agrees to execute a note or other writing required to be stamped is good Cowp. 473

If a witness lays a wager upon the subject matter in dispute between third persons it does not affect his evidence so as to deprive either party of it. Cowp. 736

Where a man pays money by an agent which ought not to have been paid either the agent or principal may bring an action against the principal the agent is a witness Cowp. 806

No man shall be a witness [illegible]

Dubitans

If the Deft after praying oyer of a bond & setting out the whole of it in his plea may sign judgment as for want of a plea as he cannot answer it will quash the plea. So if the Deft set out a wrong oyer Willes Rep 288

Communis opinio is of good authority in Law. Co Lit 186 a. on a case upon the construction of a Statute the practice upon the Statute may be called to explain it Willes 261 4 East 333 4 T.R. 821

Trespass &c. ... Plea ... Issue ... Verdict ... Judgment ...

... Plea ... Issue ... Verdict ... Judgment ...

... Plea ... Issue ... Verdict ... Judgment ...

... Plea ... Issue ... Verdict ... Judgment ...

Plea Satisfaction once suspended gone Hum 1739

Summary Judgment

Giving a pledge does not discharge defence the Lender of his remedy against the person of the borrower unless there is a special agreement to stand to the pledge in Full Stra 919

A bailee can not set up title to a chattel to oppose a claim set up by the bailor Marshall Sayer 452

... this was ... established ... contracts ... usage ... Edwards ... usage was inserted in the contract in terms ... Salvage Same 443

The being the cause in Law taken by assumpsit & not by purchase. Cro Eliz 783 Cro El 783

In an action for money had an received the Pltf cannot recover the money unless it be against conscience in the Dft to retain it Price vs Neal 3 Burr 1354

There are some questions depending upon customs amongst merchants, when if there is doubt about the custom it must be left to the decision of merchants upon oath & the custom must be proved by witnesses who are not interested Burr 1214

[illegible] a special verdict which finds the evidence of a fact is not sufficient finding 1 Hen Bl 2

The sale of a deed is not of the substance of a deed 2 Wm 4 therefore parol evidence is admissible to shew false or in truth date Ld Raym 1562

Common error fact Lucas Landles Ought in 3 Y. L. 725

[illegible] Sa 5

If one of two joint obligors or one of the partners keeps the whole money he may have an action on the case against the other but [illegible]

[illegible]

[illegible]

2 Saund 124 n 8

[illegible]

One partner in an illegal concern buys goods for the other with his consent; can the money so paid be recovered of the other partner? Vide the cases on this question collected 2 Bos & Pul 371

[illegible]

no action lies in favour of the surety until he has paid the debt of the principal Cowp 524
2 Term R 102

Promises can only exist where there is no express stipulation between the parties 2 Bl R 1193
7 T R 348

In an action on a statute for a penalty where there is an exception or proviso in the enacting the exception must be negatived by the Pltff in his declaration. He must shew himself entitled under the enacting clause. There is a distinction between a proviso in the description of the offence, and a subsequent exemption from the penalty under certain circumstances. The exemption is matter of defence and to be shewn by the Deft. 1 Term Rep. 144 Spicers v Parker.

Nothing is to be intended or presumed but what is expressly stated in the declaration, or what is necessarily implied from those facts which are stated. For all that the Pltff is under no obligation to negative in his declaration
1 Saund 228. note 1
1 Term Rep. 145 S.C.

A deed may be plead as lost by time and accident. Grants and even records may be presumed from length of time. 3 Sch. & L. 158.

Payment of money to an Executor who has obtained probate of a forged will is a discharge to the debtor of the intestate. Allen vs Dundas 3 T. R. 125

A bidder at an auction may retract his bidding at any time before the hammer is down 3 T. R. 148

Præmium pudicitiæ is a sufficient consideration in law and equity to support a bond or contract. But the position must be received with restrictions. The character of the girl must have been fair before her connection with the obligor 2 Vern 187. If she had been a prostitute a court of equity will relieve against the bond. In a bill for such relief under a [illegible] charge of lewdness particular acts may be proved [illegible] 2 Atk 352. If a bond is given to [illegible] ex turpi causa whether to become a prostitute it is void as given [illegible] vs Perkins 3 Burr 1568. And if a married man seduces an innocent girl and afterwards gives her a bond as præmium pudicitiæ [illegible] is void if the girl knew that her seducer had a wife living. Priest vs Parrot 2 Ves 161. For the first position vide [illegible] 432. 3 Bro P. C. 445 Cases Temp. Talbot 153. Spicer vs Hayward Prec. in Chan 114 is opposed to Priest & Parrot 2 Ves 161. but the reasoning of Ld Hardwicke is conclusive 2 Wilson 339.

In the construction of ancient grants and deeds usage is the best guide. 6 Term Rep 398 Withnel vs Gartham & Gwyndnel vs Barker 1 Bas [illegible] 241. [illegible] 298 3 Atkin 577. [illegible]

If an executor take a bond for a simple contract debt he is liable as if he had received the money 2 [illegible] 428

A conveys land to B. with usual covenants. B. conveys to C. [illegible] the covenants. [illegible] vs Talcott [illegible] 586

[illegible] 19

Where a qui tam action, for usury had been depending four years the court would not allow any demurrer to be made in the declaration to the pleadings were still in force.

Goff qui tam vs Popplewell 2 Str. 701. and Steel vs Saunders 6 Mod 174 - 4 East 433. 4th 37

The most effectual way of removing landmarks is by innovating on the rules of evidence. 7 Mod 667
Super antiquos vias. 7 Mod 668

A. bought at auction a hand and agreed to give for it £645. the hand was never assigned. the purchaser brought an action of assumpsit against the Auctioneer and recovered £200 which was the value of the hand over and above the £645 which A. agreed to give for it. Hanson vs Roberdeau Peake Rep. 120

The confession of the party is evidence: but the worst sort of evidence. 12 Modern 602. Case 998

When a joint obligation the survivor alone is liable at Law but on a joint and several obligation the Exrs of the deceased obligor is liable
Emys vs Dannithorne 2 Barn 1196. 1 East 466
1 Chitty on Pleadings 36.7

A debt once released is gone forever. 8 Mod 486
Barn 1730

All the cases of conditions precedent

Can an execution be issued on money of the debtor?
See Knight vs Cridle 9 East 48 4 Mass 216
5 Mass 319 Pollard vs Ross

a parol contract for a sale of a chattel more than the land is sold therewith is not good within the statute of frauds & perjuries and may be [illegible]
[illegible] Bowman v. Nichols 7 East 547

Mixed goods — sold upon a contract that [illegible]

Lands [illegible] within the statute of frauds & perjuries relating to sales of [illegible]

A. agrees to cut ten acres of grass for B. for £10 and cut five acres only. A. may recover for the work & labour done. Jennings v. Newman 4 East 75. Bell v. Leather 8 East 545. Cooper v. Smith 15 East 103. Wells v. Horton 4 Bing N.C. 568. Simmons v. Swift 5 B. & C. 857. Norman v. Phillips 14 M. & W. 384. Oxley v. Watts 1 T.R. 12. Cutter v. Powell 6 T.R. 320. Moore v. Fox 1 Taunt. 188. Boyce v. Edwards 4 H. & N. 1. Mondel v. Steel 8 M. & W. 858. Hoadley v. McLaine 10 B. & C. 480. Bailey v. Sweeting 9 C.B. N.S. 843. Cooper v. Elston 7 T.R. 14. Taylor v. Hilary 1 C.M. & R. 741. Reuss v. Picksley L.R. 1 Ex. 342. Lee v. Griffin 1 B. & S. 272. Morris v. Wentworth 5 Wend. 147.

Declarations of a party against interest are admissible in evidence. Aveson v. Kinnaird 6 East 188. Higham v. Ridgway 10 East 109. Smith v. Blakey L.R. 2 Q.B. 326. Taylor v. Witham 3 Ch. D. 605. Slatterie v. Pooley 6 M. & W. 664. Sussex Peerage Case 11 Cl. & F. 85. Doe d. Tatham v. Wright 2 B. & Ad. 710. Doe d. Patteshall v. Turford 3 B. & Ad. 890. Doe d. Davies v. Evans 7 C.B. 226. Doe d. Bastow v. Cox 7 Q.B. 122. Doe d. Gilbert v. Ross 7 M. & W. 102. Doe d. Thomas v. Pearsey 7 Q.B. 304. Doe d. Davies v. Thomas 6 Ex. 854. Doe d. Nicholls v. Allen 3 Stark. 36. Doe d. Davies v. Williams 7 Q.B. 103. Doe d. Foley v. Wilson 11 Q.B. 487. Doe d. Parker v. Roberts 16 Q.B. 655. Doe d. Bishop of Rochester v. Bridges 1 B. & Ad. 847. Doe d. Williams v. Evans 1 C.B. 735. Doe d. Davies v. Davies 9 Q.B. 725. Doe d. Tilbury v. Barber 8 Ad. & E. 780. Doe d. Stevens v. Guy 3 B. & Ad. 603. Doe d. Bird v. Pegge 1 T.R. 758. Doe d. Davies v. Lloyd 6 C.B. 463. Doe d. Davies v. Thomas 6 Ex. 854. Doe d. Foley v. Wilson 11 Q.B. 487. Doe d. Parker v. Roberts 16 Q.B. 655. Doe d. Bishop of Rochester v. Bridges 1 B. & Ad. 847. Doe d. Williams v. Evans 1 C.B. 735. Doe d. Davies v. Davies 9 Q.B. 725. Doe d. Tilbury v. Barber 8 Ad. & E. 780. Doe d. Stevens v. Guy 3 B. & Ad. 603. Doe d. Bird v. Pegge 1 T.R. 758. Doe d. Davies v. Lloyd 6 C.B. 463.

Bank note delivered by a debtor in favour of his creditor is [illegible] Lord Kenyon in Hardidge v. Paul 5 [illegible]

[illegible] agreement to [illegible] [illegible] [illegible]
1 New Rep. 62 Montford [illegible] Estate 1811

In an action on a quantum meruit &c.
If there has been no beneficial service, there can
be no pay; but if some benefit has been derived
the suit to the extent expected, this shall go to the
amount of the Pltfs demand leaving the Defe
to his cross action for negligence. 2 New Rep. 140
Templeton vs M'Lachlan. Days edition note 1 - Sept 1811
7 East 479 Easton vs Butler 1 Camb. 190
Peake, Cases 59. 1 Camp. 53

An award may be set aside for so much as
the arbitrators, without authority direct the
paid. and established vs to the remainder
8 E. 1 Camp. 13 Hodge vs Lansley

In trespass innocence of intention is no excuse. in case
the whole trees cut Sorton Six Days 6/4

Reputation is evidence with respect to public
rights. as in the right of way Swift Evid 194
Reed vs Jackson

Wheat growing is liable to be taken on [illegible]
[illegible] Law of Sheriffs 204

[illegible] of the [illegible] to the [illegible]
[illegible] land. 2 Ought. [illegible] [illegible]
[illegible] 2 Brett 214 Bacon Abr

In a suit by a Colonial corporation the declaration
of an independent corporation cannot be received
Tim Dict 1 Cambol 25

In an indenture of apprenticeship the covenant that "the apprentice shall faithfully serve his master" are not the covenants of the guardian. See Index to Massachusetts Term Rep Covenant 1. 2 Val

Upon a breach of covenant of seizin in a deed the measure of damages is the consideration paid and interest thereon. An action for the breach of such covenant cannot be maintained by the assignee of the purchaser. The form of pleading stated 2 Massachusetts Rep. 433. 455. Mantan vs Hobbes

The county Court must adjudge a highway petitioned for to be of common convenience and necessity previously to the laying it out 2 Mas Term Rep 171

If [illegible] is guilty of an action of trespass. The [illegible] to a future recovery 366 to 354

[illegible] the advantage of [illegible] 4 Mass. 664

In the case of Wadham Thompson & Bunnel vs Saunders tried before the Supr Court in Litchfield county. Judge Nathl Smith who was on the court said that the Court would deny any doctrine of implied warranty. See 10 Mas Rep 197 Emerson vs Brigham

It is [illegible] that the law should be settled [illegible] 467

Action on the case for waste against
tenant in dower sustained in Superior
Court Litchfield County Feby Term 1816

In a civil Court the death of a human being
cannot be complained of as an injury
16 Amp. 493 Baker vs Bolton

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a Lessee may remove fixtures during his term
and they may be taken in execution 1 Salk. 171
Salk 368 Poole's case

If one of three partners is an infant the
action must be brought against the three
4 Vezey Jun. 163

[illegible] action [illegible] 1 Stra. 1. 5 T. note
[illegible] 4 Cowen 445. 4 Mass. 545
7 Mass. 543. 4 Johnson. 1

If the Pltf proves his pedigree and stops
and the Deft [illegible] a new case which the
Pltf must [illegible] by evidence which goes to the
[illegible] the Deft shall have the general
reply. Gaddis vs Bratcher 4 J. R. 497
August 4th 1817

To take a debt out of the Statute of Limitations there must be a direct admission of the debt. Where there is a trust of a real estate for payment of debts it has been held to revive debts barred by the Statute but he Id Hardwick I have often heard said that it was settled at first & regularly and I always have always given it that

Jason vs Briggs 3 ath 107

The Bonds given to Sheriffs for the liberties are for their indemnity only and neither the Sheriff nor his assignee can recover on such bond without shewing that he is injured or damnified.

and to an action on such bond by the Sheriff or his assignee it is a good plea in bar that the Prisoner voluntarily returned before suit brought 10 Johnson Rep 563 Barry vs Mandell — 1 Cowen Digest 468. 10 mo Rep. 554 1 Root 106 127. 2 John Cas 205

The time of performing a condition may be enlarged or waived by parol agreement 2 Johnson 37 Digest 116 3 Johnson 528

But the forfeiture of a condition is not waived by parol assent or silent acquiescence 1 John Ca. 125

If the grantor is not seized at the time of the conveyance no action can be brought by the assignee of the grantee or the heir of the grantor. It is a chose in action which cannot be assigned & goes to the Executors 2 John. I. Johnson Digest 135

In actions for Torts the Jury may take into consideration the evil example of the Defts conduct
3 Johnson 56

Where the defendant in an action of trespass quare clausum fregit before a Justice pleads title it is an admission of the trespass & on the removal he cannot plead the general issue. Johnsons Digest. 488. 2 Caines 28 Strong vs Smith

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Liability to pay a debt is no cause of action
1 Dayt Conn Rep 249. Traott vs Starr

Tender. The person who tenders money which is refused is not obliged to hold it ever after
3 Mass Rep 382. Gray vs Portland & Smith

A personal action, once suspended by the voluntary act of the party entitled to it is forever gone
2 Johns Rep 471. Johns Dig 230. Cro. Car. 373 Dor vs Peter

Indebitatus assumpsit. If the declaration allege a promise to pay on demand an actual promise must be proved
1 Mass Rep. 31.

Long usage under a statute is reasonable evidence of its construction 4 Mass Rep 365 Boston vs Inhabs

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Debt although is a joint & several demand, yet an award against

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The Sheriff may [illegible] for one
[illegible]
Seymour vs Harvey

In pleading you must state positive dates
"I am not to say how soon the drawer of the
bill thought was soon"
2 Keg Jurs 84 Eosell vs Buchanan

No way or other easement can
subsist in land of which there is a
unity of possession
Morris vs Edgington 3 Taunton 24

When a man finds cattle of another in his enclosure
has he a right to turn them into the highway?
Tyringhams Case 4 & Coke
Popham 161. Millen vs Fandrye
Bramwell and Anderson. - strong general man to [illegible]

A person born on the 15th July 1803 this month
21 years he will be of full age 14th July
Powell on Devi 194

Parol evidence is not admissible to explain a written
contract not under seal 11 Mass The 27. Clarke Cole vs Arnold
Daniel Potter vs Yale College. Supreme Court. of Errors for County
June term 1830

The Court will not look with eagle's eyes to see whether
the evidence applies exactly or not to the case, when they
can see the Plff has obtained a verdict for such damages
as he deserves, they will establish such verdict if it be
possible. 2 Wilson 382. State vs Baker &c

The outward semblance of discord between our Books, doth arise from the ignorance of the inward understanding of the said cases.
8 Co. Rep. 91